REMARKS/ARGUMENTS

Claims 1-18, 20-22 and 25-44 remain in the application for further prosecution. Claims 19, 23, and 24 have been cancelled. Claims 1, 13, 14, and 25 have been amended. Claims 43-44 have been added as new claims.

§102 Rejection

Claims 20-21 are rejected under 35 U.S.C. 102(b) as being anticipated by GB 2242300 (Farrell et al.).

Claim 22 is rejected under 35 U.S.C. 102(b) as being anticipated by U.S. Patent No. 6,311,976 (Yoseloff et al.).

§103 Rejection

Claims 1-17 and 25-41 are rejected under 35 U.S.C. 103(a) as being anticipated by GB 2,262,642 (Claypole) in view of U.S. Patent No. 6,364,313 B1 (Moody) and with motivation to combine provided by U.S. Patent No. 6,311,976 B1 (Yoseloff).

Claims 18 and 42 are rejected under 35 U.S.C. 103(a) as being unpatentable over Claypole et al. and Moody in further view of U.S. Patent No. 6,311,976 (Duhamel).

Claims 1 and 25

Claims 1 and 25 have been amended to clarify the invention. Moody discloses the purchasing of a plurality of plays, where the cost is dependent on how many plays the player desires. The section of Moody relied upon for the rejections states:

> [t]he player marks a single keno ticket with his selected numbers and plays the same numbers over a consecutive series of games. For example, the player can wager $100.00 for one hundred consecutive keno games. Each individual game carries a wager of $1.00 and the player plays the same numbers for one hundred consecutive games.

Col. 4, lines 1-6. (emphasis added). As such, Moody teaches what is known in the prior art (notice column 4 is Moody's description of the "Background of the Invention") -- a player can

purchase a series of consecutive plays at one time at a cost that corresponds to each individual play.

However, buying a selected series of consecutive plays (10 game plays or 50 game plays or 100 game plays) at a cost per play is **not** the Applicant's invention. In the present invention, the player has no choice of how many of "the series of plays" that the player desires to play. The player **must** play the entire series and **must** pay a wager amount associated with the entire series. **In the present invention, none of the wager amount is associated with any particular play within the series (i.e., the player is not paying $1.00 per spin/play as in Moody)**.

Moody fails to disclose the type of "block wagering" set forth in claims 1 and 25. Furthermore, none of the prior art teaches this deficiency in Moody. Accordingly, the Applicant believes that amended claims 1 and 25 are allowable over the prior art.

Additionally, the Applicant is of the belief that several of the dependent claims are separately patentable over the cited prior art. As an example, claims 13-15 and new claims 43-44 have limitations that are not disclosed in any of the cited prior art. Further, the basis for rejecting claims 4-5 is unclear as the cited section of Claypole does not appear to disclose these features related to the accumulated element being a position on the trail or ladder.

Claim 20

A *prima facie* case of anticipation has not been established. Claim 20 requires a wagering game including a pay table in which "the winning outcomes in the pay table are directly associated with respective **non-credit-based awards**" in the form of "**a number of movements of a space identifier along a trail**, the number of movements varying with different ones of the winning outcomes." The present application illustrates such a pay table in FIG. 12. Instead of directly awarding credit amounts based on the ranking of a poker hand achieved in the basic video poker game as in conventional video poker, the pay table awards a combination of moves around a Monopoly board and credits for better hands:

HAND	AWARD
Jacks or Better	1 Move
Two Pair	1 Move
Three of a Kind	2 Moves
Straight	2 Moves
Flush	3 Moves
Full House	4 Moves
Four of a Kind	5 Moves + 25 Credits
Straight Flush	10 Moves + 50 Credits
Royal Flush	20 Moves + 1000 Credits

The Office Action relies upon Column 9 of Farrell for this teaching. Column 9 of Farrell discloses a typical pay table – one where the awards appear to be "credit-based" awards as lines 35-36 indicate the player can "collect the win" with 4 or more points. The pay table in Column 9 indicates or suggests **nothing** about advancement of a space identifier along a trail according to a number of movements where the number of movements varies with different ones of the winning outcomes.

In fact, Farrell discloses **two distinct games**, one corresponding to FIG. 1 and one corresponding to FIG. 2. The Office Action attempts to anticipate the single game of claim 20 by picking different bits and pieces from **two distinct games.** Even if Farrell did disclose the novel pay table with the movements of game piece along a trail as described above (which Farrell does not) there would still be no single game in Farrell that corresponds to the wagering game of claim 20.

Moreover, regarding the two references to Farrell's "ladder 9" cited by the Examiner at pages 1 and 5 of Farrell, there is absolutely **no** teaching of a pay table with non-credit-based awards causing a number of possible movements along Farrell's ladder 9. Nor does the Office Action cite to any specific teaching in Farrell regarding how such a pay table with non-credit-based awards causes movement along the ladder.

Reconsideration of the rejection of claims 20-21 is respectfully requested. These claims **are allowable** over the prior art. To the extent that Examiner feels compelled to reject these claims again, the Applicant respectfully requests the Examiner to identify each claim element in the prior art. As the Examiner is aware, under the law of anticipation, "The identical invention must be shown in as complete detail as is contained in the . . . claim." *Richardson v. Suzuki*

Motor Co., 868 F.2d 1226, 1236 (Fed. Cir. 1989). The current Office Action fails to meet this requirement in rejecting claims 20-21.

Claim 22

A *prima facie* case of anticipation has also not been established for claim 22. Claim 22 requires a wagering game including a pay table in which winning outcomes **are directly associated with respective non-credit-based awards** in the form of "a number of free plays of the game, the number of free plays varying with different ones of the winning outcomes." The Office Action relies upon Yoseloff, col. 10, lines 20-24, as disclosing this claimed feature. Upon close examination, however, Yoseloff says nothing whatsoever about a pay table in which winning outcomes are directly associated with respective non-credit-based awards in the form of a number of free plays. The cited section of Yoseloff discloses the concept of symbols morphing or transitioning into outcomes, one of which is identified as a "free play," which is not the subject matter of claim 22. In summary, this section of Yoseloff does **not** disclose or suggest the wagering game with the novel pay table recited in claim 22.

The Applicant notes that the previous Office Action also rejected claim 22 based on Yoseloff, citing to a passage at Col. 8, lines 10-15 of Yoseloff. Applicants noted then, as they do now, that the cited section relied upon by the Examiner fails to disclose the claimed invention, especially the novel pay table with the **non-credit-based awards**. The Applicants are unsure how the Examiner is using Yoseloff to anticipate the invention of claim 22 when the **only** time that Yoseloff uses the term "pay table" in the specification is when describing U.S. Pat. No. 5,308,065 in the Background of the Invention section. Accordingly, the Applicants respectfully submit that the rejection of claim 22 should be withdrawn as a *prima facie* case of anticipation has not been established.

Conclusion

It is the Applicants' belief that all of the pending claims are in condition for allowance and action towards that end is respectfully requested.

If any matters may be resolved or clarified through a telephone interview, the Examiner is respectfully requested to contact the Applicants' undersigned attorney at the number shown.

Respectfully submitted,

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